ORIGINAL

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CHASE BANK USA, N.A.

FILED
2008 AUG 20 AM 11: 19
CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY [signature] DEPUTY

UNITED STATES DISTRICT COURT

FOR THE SOUTHERN DISTRICT OF CALIFORNIA

GUADALUPE VIDALES; SENOBIO VIDALES, Plaintiffs, v. CHASE BANK USA, N.A., and DOES 1 through 10, inclusive, Defendants.	CASE NO. '08 CV 1535 JLS JMA **NOTICE OF REMOVAL OF CIVIL ACTION FROM STATE COURT TO UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF CALIFORNIA** **VIA FAX**

TO THE JUDGES OF THE UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF CALIFORNIA, AND TO ALL PARTIES AND THEIR ATTORNEYS HEREIN:

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §1441(a), defendant CHASE BANK USA, N.A., a national banking association, hereby removes the above-entitled action from the Superior Court of the State of California in and for the County of San Diego to the United States District Court for the Southern District of California, based on the following facts:

1. On or about July 14, 2008, plaintiffs filed an action in the Superior Court of the State of California for the County of San Diego, entitled *Guadalupe Vidales; Senobio Vidales, plaintiff, v. Chase Bank, U.S.A., N.A., et al., defendants*, action number 37-2008-00056310-CU-

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A Professional Corporation
San Francisco

PO-NC ("the Action"). A copy of the original complaint is attached hereto as Exhibit A.

2. The Action alleges violations of the California and Federal Fair Debt Collection Practices Act and tort claims for right to privacy and tort *in se* in relation to a debt owed on credit card accounts issued by Chase to plaintiffs.

3. The complaint alleges that plaintiffs engaged the Doan Law Firm to end communications from debt collectors. Plaintiffs allege that after receiving notice of the Doan Law Firm's representation, Chase communicated with plaintiffs regarding their credit card debt in violation of Title 1.6C of the California Civil Code and 15 U.S.C. § 1692.

4. Plaintiffs' complaint prays for damages in the amount of $592,191.00.

5. Plaintiff Guadalupe Vidales is a resident and a citizen of the State of California.

6. Plaintiff Senobio Vidales is a resident and a citizen of the State of California.

7. Defendant Chase Bank, USA, N.A. is a national banking association, with its principal place of business in the State of Delaware. Its charter states that its main office is located in the State of Delaware. It is therefore a citizen of the State of Delaware.

8. This Action is a case under which the United States District Court has original jurisdiction under 28 U.S.C. § 1332(a)(1), in that it is a civil action where the matter in controversy exceeds the sum or value of $75,000, exclusive of interests and costs, and is between citizens of different States.

9. This Action is also a case under which this Court has original jurisdiction under 28 U.S.C. §1331, and is one which may be removed to this Court by Chase pursuant to the provisions of 28 U.S.C. §1441(a), in that the claims in this action arise under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.*

10. Plaintiff alleges violation of the Federal Fair Debt Collection Practice Act in several paragraphs of his complaint, including the following:

a. Paragraph 5: "The United States Congress has made . . . findings and declaration of purpose under the FDCPA . . . ."

b. Paragraph 6: ". . . CHASE violated . . . Federal laws which were specifically enacted to protect [plaintiffs] from abusive, deceptive, and

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unfair conduct by CHASE."

c. Paragraph 10: "VIDALES incurred a 'debt' with CHASE as that term is defined by . . . 15 U.S.C. § 1692a(5)."

d. Paragraph 12: ". . . DOAN LAW FIRM was retained to . . . [s]top all future communications and harassment from creditors using the . . . FDCPA ."

e. Paragraph 27: ". . . CHASE . . . refused to abide by the laws of the . . . FDCPA . . ."

f. Paragraph 30: "As a 'Debt Collector,' CHASE is fully aware of California's debt collection laws, including the . . . FDCPA."

g. Paragraph 31: "CHASE knew each of its . . . communications were subject to . . . 15 U.S.C. § 1692 (FDCPA)."

h. Paragraph 32: "CHASE knew each of its . . . communications were . . . violations of . . . 15 USC § 1692 (FDCPA)."

i. Paragraph 37: "VIDALES incurred out of pocket monetary damages . . . for services provided to protect VIDALES under the . . . FDCPA . . ."

j. Paragraph 42: "FDCPA 15 USC § 1692(b)(6) provides in pertinent part: [quote]."

k. Paragraph 43: "CHASE violated 15 USC §1692(b)(6) . . ."

l. Paragraph 44: "FDCPA 15 USC § 1692(c)c provides [quote]."

m. Paragraphs 45-46: "CHASE violated 15 USC § 1692(c)c . . ."

11. Chase was served with a copy of the complaint on July 24, 2008, and 30 days from that date has not yet elapsed. A copy of the summons is attached hereto as Exhibit B. This Notice of Removal is being filed within 30 days after the receipt by any defendant, through service or otherwise, of a copy of the initial pleading setting forth the claim for relief upon which such action or proceeding is based.

12. For the reasons stated above, defendant Chase Bank USA, N.A. hereby removes the above-entitled action.

Ropers Majeski Kohn & Bentley
A Professional Corporation
San Francisco

Ropers Majeski Kohn & Bentley
A Professional Corporation
San Francisco

Dated: August 19, 2008

Respectfully submitted,

ROPERS, MAJESKI, KOHN & BENTLEY

By: ______________________
GEORGE G. WEICKHARDT
WENDY C. KROG
Attorneys for Defendant
CHASE BANK USA, N.A.

CASE NAME: ***Vidales v. Chase Bank USA, N.A.***

ACTION NO.:

PROOF OF SERVICE

1. At the time of service I was over 18 years of age and not a party to this action.

2. My business address is 201 Spear Street, Suite 1000, San Francisco, CA 94105.

3. On August 19, 2008, I served the following documents:

NOTICE OF REMOVAL OF CIVIL ACTION FROM STATE COURT TO UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF CALIFORNIA

4. I served the documents on the persons at the address below (along with their fax numbers and/or email addresses if service was by fax or email):

Attorneys for plaintiff
Matthew M. McCormick, Esq.
DOAN LAW FIRM, LLP
2850 Pio Pico Drive, Suite D
Carlsbad, CA 92008
Telephone: (760) 450-3333
Facsimile: (760) 720-6082
E-mail: matt@doanlaw.com

5. I served the documents by the following means:

a. ☒ By United States mail: I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses specified in item 4 and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

b. ☐ By overnight delivery: I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses in item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

c. ☐ By email or electronic transmission: Based on an agreement between the parties and/or as a courtesy, I sent the documents to the persons at the email addresses listed in item 4. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: August 19, 2008

Damyta Jones

Ropers Majeski Kohn & Bentley
A Professional Corporation
San Francisco

EXHIBIT A

Matthew M. McCormick, SBN 182543
Doan Law Firm, LLP
2850 Pio Pico Drive, Suite D
Carlsbad, CA 92008
Phone (760) 450-3333 • Fax (760) 720-6082
matt@doanlaw.com

Attorney for PLAINTIFF

FILED
NORTH COUNTY DIV...
2008 JUL 14 PM 2:02
CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
NORTH COUNTY JUDICIAL DISTRICT

GUADALUPE VIDALES; SENOBIO VIDALES, Plaintiff, vs. CHASE BANK USA, N.A., and DOES 1 through 10, inclusive, Defendants.	37-2008-00056310-CU-PO-NC Case No: **COMPLAINT SEEKING MONETARY DAMAGES, INJUNCTIVE DECLARATORY RELIEF, FOR VIOLATIONS OF RFDCPA; RIGHT TO PRIVACY; TORT IN SE.** **DEMAND: $592,191.00, ATTORNEY FEES AND COSTS, INJUNCTIVE RELIEF, DECLARATORY RELIEF.** **JURY TRIAL DEMANDED**

I.

INTRODUCTION

1. Plaintiff, GUADALUPE VIDALES; SENOBIO VIDALES, ("VIDALES"), brings this Lawsuit against the DEFENDANT, CHASE BANK USA, N.A., ("CHASE"), for its unlawful and unfair debt collection practices in repeated violations of the **Rosenthal Fair Debt Collection Practices Act ("RFDCPA")** and other **Torts.**

2. VIDALES seeks actual economic and non-economic damages, attorney

fees, costs, injunctive relief, punitive damages, and declaratory relief.

II.

FINDINGS AND PURPOSE OF STATUTES VIOLATED

3. The California Legislature made the following **findings** and **purpose** in creating the **RFDCPA**:

(1) The banking and credit system and grantors of credit to consumers are dependent upon the collection of just and owing debts. Unfair or deceptive collection practices undermine the public confidence which is essential to the continued functioning of the banking and credit system and sound extensions of credit to consumers.

(2) There is need to ensure that debt collectors and debtors exercise their responsibilities to one another with fairness, honesty and due regard for the rights of the other.

(b) It is the purpose of this title to prohibit debt collectors from engaging in unfair or deceptive acts or practices in the collection of consumer debts and to require debtors to act fairly in entering into and honoring such debts, as specified in this title.

4. On September 3, 1999, "urgency legislation" was passed adding 1788.17 to the RFDCPA which incorporated nearly all of the provisions of the Federal Fair Debt Collection Practices Act ("FDCPA").

5. The United States Congress has made the following **findings** and declaration of **purpose** under the **FDCPA**:

(a) Abusive practices. There is abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors. Abusive debt collection practices contribute to

the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy.

(b) Inadequacy of laws. Existing laws and procedures for redressing these injuries are inadequate to protect consumers.

(e) Purposes. It is the purpose of this title [15 USCS §§ 1692 et seq.] to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses.

6. The Gravamen of VIDALES' complaint is that CHASE violated State and Federal laws which were specifically enacted to protect him from abusive, deceptive, and unfair conduct by CHASE.

III.

JURISDICTION

7. Jurisdiction of this Court arises under Cal. Code Civ. Proc. 410.10 et seq.

IV.

PARTIES

8. VIDALES is a "debtor" as that term is defined by California Civil Code § 1788.2(h).

9. CHASE is a "debt collector" as that term is defined by California Civil Code §1788.2(c) and is a "person" as that term is defined by California Civil Code § 1788.2 (g).

V.

FACTS

VIDALES Retained Law Firm:

10. VIDALES incurred a "debt" with CHASE as that term is defined by California Civil Code §1788.2(d) and 15 U.S.C. § 1692a(5).

11. On 07/23/2007, VIDALES retained the DOAN LAW FIRM to end communications on the debt under the RFDCPA, and to eliminate all personal liability on the debt via Title 11 of the United States Code.

12. Specifically, DOAN LAW FIRM was retained to provide the following three (3) services:

    1) Stop all future communications and harassment from creditors using the RFDCPA and FDCPA;
    2) Eliminate personal liability under Title 11 relief; and
    3) Ensure creditors comply under the Fair Credit Reporting Act (FCRA) after the Bankruptcy Discharge.

13. VIDALES paid money for services to stop creditor communications from the retainer date until the Bankruptcy was filed.

14. The debt to CHASE was eventually discharged by a Chapter 7 Bankruptcy and CHASE has no further contractual rights to enforce the debt against VIDALES personally.

Legal Help Was Provided To Protect VIDALES From CHASE:

15. Prior to the Bankruptcy Filing, DOAN LAW FIRM, LLP ordered CHASE, by written "Cease and Desist Order(s)," to cease all communications with VIDALES, as incorporated by Exhibit "A" herein.

16. The written Order(s) to CHASE specifically provided the following:

a) VIDALES would soon be filing for Title 11 Federal Protection;

b) Advised that VIDALES refused to pay the debt;

c) Advised that there was now attorney representation by the DOAN LAW FIRM, LLP with respect to the debt; and

d) Ordered that CHASE Cease and Desist all further communications with VIDALES with respect to the debt.

CHASE Had Actual Knowledge Of Attorney Representation:

17. CHASE physically received the Cease and Desist Order(s).

18. CHASE had actual knowledge of **attorney representation** by the DOAN LAW FIRM, LLP.

19. CHASE actually knew it had to **Cease and Desist** all further communications with VIDALES with respect to the debt.

20. CHASE actually knew VIDALES **refused to pay** the debt.

21. CHASE actually knew VIDALES was preparing to file for **Federal Relief under Title 11.**

22. CHASE actually **knew that it was now prohibited from contacting** VIDALES by all means.

23. CHASE actually knew it could no longer call, write, send billing statements, statements of account, or any other communication except legal process to VIDALES.

24. CHASE knew it could only communicate with the DOAN LAW FIRM, LLP.

25. CHASE knew it could only call, write, send billing statements, and send statements of account, to the DOAN LAW FIRM, LLP.

26. CHASE knew that any further communications of any kind with VIDALES were prohibited, unlawful, illegal, and would subject it to liability damages.

CHASE Committed Unlawful Acts:

27. Despite knowledge of attorney representation, CHASE intentionally, willfully, deliberately, and knowingly, refused to abide by the laws of the RFDCPA and FDCPA as demanded in the Cease and Desist Orders, and communicated with VIDALES in an attempt to collect on its debt.

28. Specifically, CHASE continued communications with VIDALES, as further evidenced by Exhibit "B" incorporated herein.

29. The unlawful contact by CHASE can be summarized by the following chart:

RFDCPA Violations

CHASE

Two (2) Notices: (See Exhibit "A")

	Date	Type	Comments
1	07/23/07	Cease/desist order #1	Initial notification
2	08/22/07	Cease/desist order #2	Second notification

Twenty-Four (24) Contact Violations: (See Exhibit "B")

	Date	Type	Comments
1	07/24/07	Billing Statement	Sent despite notice 1 (see above)
2	07/28/07	Billing Statement	Sent despite notice 1
3	08/01/07	Letter	Sent despite notice 1
4	08/02/07	Billing Statement	Sent despite notice 1
5	08/24/07	Billing Statement	Sent despite notice 1 and notice 2
6	08/28/07	Billing Statement	Sent despite notice 1 and notice 2
7	09/02/07	Billing Statement	Sent despite notice 1 and notice 2
8	09/24/07	Billing Statement	Sent despite notice 1 and notice 2
9	09/24/07	Phone Call	Sent despite notice 1 and notice 2
10	09/26/07	Billing Statement	Sent despite notice 1 and notice 2
11	09/28/07	Billing Statement	Sent despite notice 1 and notice 2
12	10/02/07	Billing Statement	Sent despite notice 1 and notice 2
13	10/24/07	Billing Statement	Sent despite notice 1 and notice 2
14	10/28/07	Billing Statement	Sent despite notice 1 and notice 2
15	11/02/07	Billing Statement	Sent despite notice 1 and notice 2
16	11/02/07	Letter	Sent despite notice 1 and notice 2
17	11/26/07	Billing Statement	Sent despite notice 1 and notice 2
18	11/28/07	Billing Statement	Sent despite notice 1 and notice 2
19	12/02/07	Billing Statement	Sent despite notice 1 and notice 2
20	12/24/07	Billing Statement	Sent despite notice 1 and notice 2
21	12/28/07	Billing Statement	Sent despite notice 1 and notice 2
22	01/02/08	Billing Statement	Sent despite notice 1 and notice 2
23	01/24/08	Billing Statement	Sent despite notice 1 and notice 2
24	01/28/08	Billing Statement	Sent despite notice 1 and notice 2

CHASE Willfully And Knowingly Violated the RFDCPA:

30. As a "Debt Collector," CHASE is fully aware of California's debt collection laws, including the RFDCPA and FDCPA.

31. CHASE knew each of its harassing communications were subject to Title 1.6C (RFDCPA) of the California Civil Code and 15 USC § 1692 (FDCPA).

32. CHASE knew each of its harassing communications were willful and knowing violations of Title 1.6C (RFDCPA) of the California Civil Code and 15 USC § 1692 (FDCPA).

33. CHASE'S harassing communications are part of an overall unlawful business pattern and practice whereby it has knowingly, willfully, and intentionally enterprised a profitable scheme through illegal collection activity.

34. CHASE rarely, if ever, is sued over such harassing communications, since very few debtors are aware that their rights are being violated and/or very few attorneys are willing to take on such cases.

35. CHASE is highly motivated to continue their harassing communications since any claims paid out as a result of such wrongful conduct are minuscule when compared to the overall profits generated from such illegal acts.

VIDALES Suffered Damages As A Result Of CHASE'S Conduct:

36. As a direct result of CHASE'S harassing communications, VIDALES has incurred actual damages consisting of mental and emotional distress, nervousness, grief, embarrassment, loss of sleep, anxiety, worry,

mortification, shock, humiliation, indignity, pain and suffering, and other injuries.

37. VIDALES incurred out of pocket monetary damages when attorney fees and costs were paid to the DOAN LAW FIRM, LLP, for services provided to protect VIDALES under the RFDCPA and FDCPA, which ultimately failed.

38. VIDALES incurred additional incidental actual damages including but not limited to transportation and gasoline costs to the law firm, telephone call charges, postage, and other damages.

39. VIDALES continues to incur attorney fees and costs in filing this suit and bringing this matter to trial.

40. Each of CHASE'S harassing acts were so willful, vexatious, outrageous, oppressive, and maliciously calculated enough, so as to warrant statutory penalties and punitive damages.

VI.

FOUR (4) CAUSES OF ACTION

FIRST CAUSE OF ACTION:

VIOLATION OF §1788.17 of the RFDCPA

41. VIDALES realleges and incorporates by reference the above paragraphs as though set forth fully herein.

42. FDCPA 15 USC § 1692(b)(6) provides in pertinent part:

*after the debt collector knows the consumer is **represented by an attorney** with regard to the subject debt and has knowledge of, or can readily ascertain, such attorney's name and address, **not communicate with any person other than that attorney......***

43. CHASE violated 15 USC § 1692(b)(6) since it contacted and harassed VIDALES after being directly notified of attorney representation.

44. FDCPA 15 USC § 1692(c)c provides:

*If a consumer notifies a debt collector in writing that the consumer **refuses to pay** a debt or that the consumer wishes the debt collector to **cease further communication** with the consumer, the debt collector shall **not communicate** further with the consumer with respect to such debt.*

45. CHASE violated 15 USC § 1692(c)c since it contacted and harassed VIDALES after being directly notified of the refusal to pay the debt.

46. CHASE violated 15 USC § 1692(c)c since it contacted and harassed VIDALES after being directly notified to cease and desist all further communication.

47. California Civil Code Section § 1788.17 requires that CHASE comply with the provisions of 15 USC § 1692(b)(6) and § 1692(c)c.

48. The foregoing violations of 15 USC § 1692(b)(6) and § 1692(c)c by CHASE result in separate violations of California Civil Code Section § 1788.17.

49. The forgoing acts by CHASE were willful and knowing violations of Title 1.6C of the California Civil Code (FRDCPA), are sole and separate violations under California Civil Code Section § 1788.30(b), and trigger **multiple $1,000.00 penalties**.

50. California Civil Code Section 1788.17 provides that CHASE is subject to the remedies of 15 USC § 1692(k) for failing to comply with the provisions of 15 USC § 1692(b)(6) and § 1692(c)c.

51. The forgoing acts by CHASE were intentional, persistent, frequent, and devious violations of 15 USC § 1692(b)(6) and § 1692(c)c, which trigger **additional damages of $1,000.00** under 15 USC §

1692(k)(a)(2)(A).

SECOND CAUSE OF ACTION:

VIOLATION OF § 1788.14(c) of the RFDCPA

52. VIDALES realleges and incorporates by reference the above paragraphs as though set forth fully herein.

53. California Civil Code Section 1788.14(c) provides in pertinent part: *No debt collector shall collect or attempt to collect a consumer debt by means of the following practices:*

> *(c)* ***Initiating communications,*** *other than statements of account, with the debtor with regard to the consumer debt, when the debt collector has been previously* ***notified in writing by the debtor's attorney that the debtor is represented by such attorney*** *with respect to the consumer debt and such notice includes the attorney's name and address and a request by such attorney that all communications regarding the consumer debt be addressed to such attorney.....*

54. CHASE violated California Civil Code Section § 1788.14(c) since they contacted and harassed VIDALES beyond statements of account, after being directly notified in writing of attorney representation concerning the debt.

55. The forgoing act(s) by CHASE were willful and knowing violations of Title 1.6C of the California Civil Code (FRDCPA), are sole and separate violations under California Civil Code Section § 1788.30(b), and trigger **additional $1,000.00 penalties** against CHASE.

THIRD CAUSE OF ACTION:

INVASION OF PRIVACY (INTRUSION UPON SECLUSION)

56. VIDALES repeats re-alleges and incorporates by reference all other paragraphs.

57. CHASE engaged in improper conduct in knowingly and intentionally pursuing VIDALES to force payment of their debt.

58. VIDALES had a reasonable expectation of privacy in his solitude, seclusion, and or private concerns or affairs of privacy.

59. CHASE intentionally intruded on VIDALES' privacy by repeated harassment from unlawful communications.

60. CHASE'S intrusions and invasions against VIDALES occurred in such a way that would be highly offensive to reasonable persons in that position.

FOURTH CAUSE OF ACTION:
TORT IN SE

61. VIDALES realleges and incorporates the above paragraphs as though set forth fully herein.

62. CHASE engaged in an unlawful course of conduct in violations of the FDCPA, RFDCPA, California Civil Code Section §1708, California Civil Code Section §43.

63. CHASE violated a statutory duty owed to another and is thus liable under the doctrine of "Tort-in-Se."

VII.

PRAYERS FOR RELIEF

WHEREFORE, VIDALES having set forth the claims for relief against CHASE, respectfully prays that this Court grant relief in the amount of **$592,191.00** monetary damages (**$51,381.00** Actual Damages, **$27,000.00** Penalties, **$513,810.00 Punitive** Damages), **Attorney Fees and Costs** According to Proof, **Injunctive Relief**, and **Declaratory Relief**.

Such relief is reasonably justified under the circumstances, and is more specifically broken down as follows:

A. **Actual Economic Damages** totaling at least **$1,381.00**, consisting of **$366.00 attorney fees** previously paid to Doan Law Firm to end the harassment, and $15.00 in transportation, gasoline, telephone call charges, and postage, pursuant to California Civil Code §1788.30(a); **$1,000.00 Additional Damages** pursuant to California Civil Code § 1788.17 incorporating 15 USC § 1692(k); and other economic damages accruing prior to the Order for Bankruptcy Relief;

B. **Actual Non-Economic Damages** of **$50,000.00** pursuant to California Civil Code §1788.30(a) for mental and emotional distress, nervousness, grief, embarrassment, loss of sleep, anxiety, worry, mortification, shock, humiliation, indignity, pain and suffering, and other injuries;

C. Penalties of **$24,000.00** against CHASE arising from twenty-four (24) violations at $1,000.00 per violation pursuant to California Civil Code §1788.17 and §1788.30(b);

D. Penalties of **$3,000.00** against CHASE arising from three (3) violations at $1,000.00 per violation pursuant to California Civil

Code §1788.14(c) and §1788.30(b).

E. **Punitive damages of $513,810.00** equal to 10 times the forgoing Actual Damages for Invasion of Privacy, Right to Seclusion, and Tort in Se;

F. **Costs of Litigation** and reasonable **Attorney's Fees** against CHASE pursuant to California Civil Code §1788.30(c), and Cal. Code Civ. Proc. §1021.5, California Civil Code §1788.17 for the violation of 15 USC §1962k of the FDCPA, Right to Seclusion, Tort in Se;

G. **Injunctive Relief** against CHASE, restraining them from any further contact with VIDALES;

H. **Declaratory Relief** against CHASE, declaring their practices of communicating with and harassing VIDALES was in violation of California Civil Code Section §1788.14(c), California Civil Code Section §1788.17, California Civil Code Section §1708, California Civil Code Section 43, 15 USC § 1692(b)(6), and 15 USC § 1692(c)c;

I. Such other and further relief as the Court may deem just and proper.

Dated: July 8, 2008

Respectfully submitted,

DOAN LAW FIRM, LLP

By: ______________________
Matthew M. McCormick,
Attorney for Plaintiff

EXHIBIT A

DOAN, LEVINSON & LILJEGREN, LLP
2850 Pio Pico Drive, Suite D
Carlsbad, California 92008
Phone (760) 450-3333 • Fax (760) 720-6082
dllfirm.com

July 23, 2007

Chase
PO Box 15123
Wilmington, DE 19850-5123

Re: Debtor(s):Senobio Vidales
Account No: 42668410
Soc Sec No:.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,

To Whom It May Concern:

You are hereby notified the above named debtor(s) have retained the law firm of DOAN, LEVINSON, & LILJEGREN, LLP with respect to an alleged debt you are attempting to collect. Accordingly, you must cease **and desist all future communications** with the above referenced Debtors(s) in accordance with California Civil Code Section 1788.14(c) and 15 U.S.C. Section 1692b(6). Please note that such prohibited contacts include, but are not limited to, all forms of communication by letter, phone, fax, email or any other means.

Furthermore, you are prohibited from any contact directly or indirectly with any employer, family member, friend, neighbor, or creditor of our client.

Be advised the debtor(s) **dispute the validity of the debt and refuse to pay**. You now must **obtain verification of** the debt and send the same to both the consumer(s) and this office prior to any further collection efforts, pursuant to CCC 1788.17 and 15 U.S.C. 1692(g).

Please direct all future correspondence to our office by utilizing any of the following available channels:

EMAIL: status@debtwipeout.com;
FAX: (760) 720-6082;
MAIL: address above
PHONE:(760) 450-3333 Ext 3 (during the hours of 8am to 10am, PDT, M-F).

Any further unlawful communication with our client(s) absent our express written consent will violate the above reference laws and result in a claim by the Debtor(s) against you for damages. Should the Debtor(s) file Bankruptcy, such a claim is an asset of the estate, must be disclosed, and will most likely result in an lawsuit against you.

We thank you in advance for your anticipated cooperation into this matter.

Very truly yours-DOAN, LEVINSON & LILJEGREN, LLP

DOAN, LEVINSON & LILJEGREN, LLP
2850 Pio Pico Drive, Suite D
Carlsbad, California 92008
Phone (760) 450-3333 • Fax (760) 720-6082
dllfirm.com

July 23, 2007

Chase/BankOne
PO Box 15145
Wilmington, DE 19850

Re: Debtor(s):Senobio Vidales
Account No: 42669020
Soc Sec No: 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,

To Whom It May Concern:

You are hereby notified the above named debtor(s) have retained the law firm of DOAN, LEVINSON, & LILJEGREN, LLP with respect to an alleged debt you are attempting to collect. Accordingly, you must **cease and desist all future communications** with the above referenced Debtors(s) in accordance with California Civil Code Section 1788.14(c) and 15 U.S.C. Section 1692b(6). Please note that such prohibited contacts include, but are not limited to, all forms of communication by letter, phone, fax, email or any other means.

Furthermore, you are prohibited from any contact directly or indirectly with any employer, family member, friend, neighbor, or creditor of our client.

Be advised the debtor(s) **dispute the validity of the debt and refuse to pay**. You now must **obtain verification of the debt** and send the same to both the consumer(s) and this office prior to any further collection efforts, pursuant to CCC 1788.17 and 15 U.S.C. 1692(g).

Please direct all future correspondence to our office by utilizing any of the following available channels:

EMAIL: status@debtwipeout.com;
FAX: (760) 720-6082;
MAIL: address above
PHONE:(760) 450-3333 Ext 3 (during the hours of 8am to 10am, PDT, M-F).

Any further unlawful communication with our client(s) absent our express written consent will violate the above reference laws and result in a claim by the Debtor(s) against you for damages. Should the Debtor(s) file Bankruptcy, such a claim is an asset of the estate, must be disclosed, and will most likely result in an lawsuit against you.

We thank you in advance for your anticipated cooperation into this matter.

Very truly yours-DOAN, LEVINSON & LILJEGREN, LLP

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

Re: Senobio Vidales

I am employed in the County of San Diego, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 2850 Pio Pico, Suite D, Carlsbad, CA 92008.

On **July 23, 2007**, I served the within document described as **NOTICE OF ATTORNEY REPRESENTATION - CEASE AND DESIST LETTER** on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope, addressed as follows:

See attached mailing list.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Carlsbad, California in the ordinary course of business. I am aware that on the motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **July 23, 2007** at Carlsbad, California.

Ruben Maldonado

Debtor(s) Sebobio Vidales

Case No:
Chapter 7

SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

American Express
PO Box 297871
Fort Lauderdale, FL 33329

Bank of America
PO Box 15726
Wilmington, DE 19886-5726

Capital One
P.O. Box 85015
Richmond, VA 23285

Chase
PO Box 15123
Wilmington, DE 19850-5123

Chase/BankOne
PO Box 15145
Wilmington, DE 19850

Credit One Bank
P.O. Box 60500
City of Industry, CA 91716

Gemb/Walmart
P.O. Box 981400
El Paso, TX 79998

HSBC NV
PO Box 19360
Portland OR 97286

Money Tree, Inc.
518 Oceanside Blvd #112
Oceanside, CA 92054

San Diego County Credit Union
PO Box 269040
San Diego CA 92196

The Check Cashing Place, Inc.
1919 Mission Ave., Suite B
Oceanside, CA 92054

Washington Mutual/Providian
P.O. Box 9180
Pleasanton, CA 94566

Doan, Levinson & Liljegren, LLP
2850 Pio Pico Drive, Suite D
Carlsbad, California 92008
Phone (760) 450-3333 • Fax (760) 720-6082
dllfirm.com

August 22, 2007

Chase
PO Box 15123
Wilmington, DE 19850-5123

Re: Debtor(s): Senobio Vidales and Guadalupe Vidales
Account No: 42668410
Soc Sec No: 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, 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

To Whom It May Concern:

You are hereby notified the above referenced debtor(s) have retained our Law Firm with respect to an alleged debt you are attempting to collect. Accordingly, whether you are a collection agent or the original creditor, you must now cease and desist any and all future communications with the above referenced Debtors(s) as required by **California Civil Code Section 1788.17 incorporating 15 U.S.C. Section 1692b(6).** Please note that such prohibited contacts include billing and account statements, collection letters, and any and all other forms of communication by letter, phone, fax, email, or any other means. Furthermore, you are prohibited from any contact directly or indirectly with any employer, family member, friend, neighbor, or creditor of our client(s).

You are also notified that the debtor(s) **dispute** the validity of the debt; **refuse to pay**, and require that you **cease further communication** with them pursuant to **California Civil Code Section 1788.17 incorporating 15 U.S.C. Section 1692c(c).** You may send all future billing statements as required by the FCBA to our office.

All future communications and correspondence must go through our office via any of the following:
EMAIL: status@debtwipeout.com;
FAX: (760) 720-6082;
MAIL: address above;
PHONE: (760) 450-3333 Ext 3 (during the hours of 8am to 12pm, PDT, M-F).

Any further communication with our client(s) absent our express written consent will violate the above reference laws and may result in a lawsuit against you for actual and damages, including attorney fees and costs. If you have policies and procedures which conflict with the forgoing laws, please make the appropriate adjustments to comply with the laws.

We thank you in advance for your anticipated cooperation into this matter.

Very truly yours

Michael G. Doan, Attorney at Law

Doan, Levinson & Liljegren, LLP
2850 Pio Pico Drive, Suite D
Carlsbad, California 92008
Phone (760) 450-3333 • Fax (760) 720-6082
dllfirm.com

August 22, 2007

Chase/BankOne
PO Box 15145
Wilmington, DE 19850

Re: Debtor(s): Senobio Vidales and Guadalupe Vidales
Account No: 42669020
Soc Sec No: 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, 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

To Whom It May Concern:

You are hereby notified the above referenced debtor(s) have retained our Law Firm with respect to an alleged debt you are attempting to collect. Accordingly, whether you are a collection agent or the original creditor, you must now cease and desist any and all future communications with the above referenced Debtors(s) as required by California Civil Code Section 1788.17 incorporating 15 U.S.C. Section 1692b(6). Please note that such prohibited contacts include billing and account statements, collection letters, and any and all other forms of communication by letter, phone, fax, email, or any other means. Furthermore, you are prohibited from any contact directly or indirectly with any employer, family member, friend, neighbor, or creditor of our client(s).

You are also notified that the debtor(s) dispute the validity of the debt, refuse to pay, and require that you cease further communication with them pursuant to California Civil Code Section 1788.17 incorporating 15 U.S.C. Section 1692c(c). You may send all future billing statements as required by the FCBA to our office.

All future communications and correspondence must go through our office via any of the following:

EMAIL: status@debtwipeout.com;
FAX: (760) 720-6082;
MAIL: address above;
PHONE: (760) 450-3333 Ext 3 (during the hours of 8am to 12pm, PDT, M-F).

Any further communication with our client(s) absent our express written consent will violate the above reference laws and may result in a lawsuit against you for actual and damages, including attorney fees and costs. If you have policies and procedures which conflict with the forgoing laws, please make the appropriate adjustments to comply with the laws.

We thank you in advance for your anticipated cooperation into this matter.

Very truly yours

Michael G. Doan, Attorney at Law

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

Re: Senobio Vidales and Guadalupe Vidales

I am employed in the County of San Diego, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 2850 Pio Pico, Suite D, Carlsbad, CA 92008.

On **August 22, 2007**, I served the within document described as **NOTICE OF ATTORNEY REPRESENTATION - CEASE AND DESIST LETTER** on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope, addressed as follows:

See *attached mailing list.*

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Carlsbad, California in the ordinary course of business. I am aware that on the motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **August 22, 2007** at Carlsbad, California.

Ruben Maldonado

Debtor(s): Senobio Vidales
Guadalupe Vidales

Case No:
Chapter 7

SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

American Express
PO Box 297871
Fort Lauderdale, FL 33329

Bank of America
PO Box 15726
Wilmington, DE 19886-5726

Bank of America
P.O. Box 15714
Wilmington, DE 19886

Capital One
P.O. Box 85015
Richmond, VA 23285

Chase
PO Box 15123
Wilmington, DE 19850-5123

Chase/BankOne
PO Box 15145
Wilmington, DE 19850

CITI
PO Box 6411
The Lakes, NV 88901

Credit One Bank
P.O. Box 60500
City of Industry, CA 91716

Direct Merchants Bank
P.O. Box 21055
Tulsa, OK 74121-1055

Gemb/Walmart
P.O. Box 981400
El Paso, TX 79998

HSBC NV
PO Box 19360
Portland OR 97280

Money Tree, Inc.
518 Oceanside Blvd #112
Oceanside, CA 92054

San Diego County Credit Union
PO Box 269040
San Diego CA 92196

The Check Cashing Place, Inc.
1919 Mission Ave., Suite B
Oceanside, CA 92054

Washington Mutual/Providian
P.O. Box 9180
Pleasanton, CA 94566

EXHIBIT B

Statement for account number: 4266 8510 4462 4705

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$314.68	08/18/07	$18.00	$36.00

CHASE

Amount Enclosed $

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

42668510446247050000360000031468000005

GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

5000160288 20410446247059

CHASE

Opening/Closing Date:	06/25/07 - 07/24/07
Payment Due Date:	08/18/07
Minimum Payment Due:	$36.00

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4462 4705

Previous Balance	$313.13	Total Credit Line	$500
Finance Charges	+$1.55	Available Credit	$185
New Balance	$314.68	Cash Access Line	$100
		Available for Cash	$0

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

FINANCE CHARGES

Category	Daily Periodic Rate 30 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.01644%	6.00%	$202.48	$1.00	$0.00	$0.00	$1.00
Cash advances	.01644%	6.00%	$111.42	$0.55	$0.00	$0.00	$0.55
Total finance charges							$1.55

Effective Annual Percentage Rate (APR): 6.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

Statement for account number: 4266 8510 4389 8599

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$1,457.95	08/22/07	$77.00	$154.00

CHASE

Amount Enclosed $

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

4266851043898599000154000014579500000002

GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2866

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

500016028 20410438985996

CHASE

Opening/Closing Date: 06/29/07 - 07/28/07
Payment Due Date: 08/22/07
Minimum Payment Due: $154.00

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect
1-302-594-8200

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4389 8599

Previous Balance	$1,450.77	Total Credit Line	$3,000
Finance Charges	+$7.18	Available Credit	$1,542
New Balance	$1,457.95	Cash Access Line	$600
		Available for Cash	$0

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

FINANCE CHARGES

Category	Daily Periodic Rate 30 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.01644%	6.00%	$780.64	$3.85	$0.00	$0.00	$3.85
Cash advances	.01644%	6.00%	$672.58	$3.33	$0.00	$0.00	$3.33
Total finance charges							$7.18

Effective Annual Percentage Rate (APR): 6.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information.
The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

Cardmember Service
P.O. Box 15548
Wilmington, DE 19886-5548

CHASE

August 01, 2007

12057 RCS 001 007 21307 - NNNNNNNNNNNN
Senobio Vidales
201 Los Arbolitos Blvd Apt 10
Oceanside CA 92054-1858

RE: Your account
ending in 7619

Dear Senobio Vidales,

As your credit card company, we value your business and want you to be completely satisfied with the servicing of your credit card account.

We want to inform you that we've received your communication concerning your credit card account. If we have questions about your request, we'll contact you.

If you have any additional questions or, if we can help in any other way, you can call us at 1-888-497-7093 Monday - Friday, 8 AM - 5 PM (EST).

Sincerely,

Customer Support Division

Account is owned by Chase Bank USA, N.A.
Calls may be monitored and/or recorded to ensure the highest level of quality service.

Statement for account number: 5183 3707 8009 7114

CHASE

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$858.77	08/27/07	$27.94	$55.88

Amount Enclosed $

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

51833707800971140000055880000858770000005

14685 BEK 2 21407 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2388

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

⑆500016028⑆ 4050780097114⑈

CHASE

Opening/Closing Date: 07/03/07 - 08/02/07
Payment Due Date: 08/27/07
Minimum Payment Due: $55.88

CUSTOMER SERVICE
In U.S.: 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect
1-302-594-8200

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

MASTERCARD ACCOUNT SUMMARY Account Number: 5183 3707 8009 7114

Previous Balance	$853.68	Total Credit Line	$2,000
Finance Charges	+$5.09	Available Credit	$1,141
New Balance	$858.77	Cash Access Line	$2,000
		Available for Cash	$0

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.01918%	7.00%	$0.00	$0.00	$0.00	$0.00	$0.00
Cash advances	.01918%	7.00%	$856.13	$5.09	$0.00	$0.00	$5.09
Total finance charges							$5.09

Effective Annual Percentage Rate (APR): 7.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

IMPORTANT NEWS

We recently sent you a letter stating that changes will occur to your minimum payment calculation. As long as you

Statement for account number: 4266 8510 4462 4705

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$278.94	09/18/07	$0.00	$18.00

CHASE

Amount Enclosed $

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

426685104462470500001800000278940000007

11811 BEX 2 83607 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2365

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

⑆500016028⑆ 20410446247059⑈

CHASE

Opening/Closing Date: 07/25/07 - 08/24/07
Payment Due Date: 09/18/07
Minimum Payment Due: $18.00

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect, 1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4462 4705

Previous Balance	$314.68	Total Credit Line	$600
Payment, Credits	-$37.29	Available Credit	$221
Finance Charges	+$1.55	Cash Access Line	$100
New Balance	$278.94	Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount Credit	Amount Debit
08/09	12212214200000051078439	PAYMENT - THANK YOU	$18.89	
08/21	12332334200000052320137	PAYMENT - THANK YOU	18.40	

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.01644%	6.00%	$191.33	$0.98	$0.00	$0.00	$0.98
Cash advances	.01644%	6.00%	$111.96	$0.57	$0.00	$0.00	$0.57
Total finance charges							$1.55

Effective Annual Percentage Rate (APR): 6.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information.
The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

CHASE

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$1,305.56	09/22/07	$0.00	$77.00

Amount Enclosed $

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

42668510438985990000770000130556000000?

03504 BEX Z 24007 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 126
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

:5000160284 20410438985996"

CHASE

Opening/Closing Date: 07/29/07 - 08/28/07
Payment Due Date: 09/22/07
Minimum Payment Due: $77.00

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4389 8599

Previous Balance	$1,457.95	Total Credit Line	$8,000
Payment, Credits	-$159.47	Available Credit	$1,694
Finance Charges	+$7.08	Cash Access Line	$600
New Balance	$1,305.56	Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount Credit	Amount Debit
08/09	12212214200000051073308	PAYMENT - THANK YOU	$80.76	
08/21	12302334200000052820129	PAYMENT - THANK YOU	78.71	

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.01644%	6.00%	$712.05	$3.63	$0.00	$0.00	$3.63
Cash advances	.01644%	6.00%	$676.99	$3.45	$0.00	$0.00	$3.45
Total finance charges							$7.08

Effective Annual Percentage Rate (APR): 6.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

Statement for account number: 5183 3707 8009 7114

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$764.12	09/27/07	$0.00	$27.94

CHASE

Amount Enclosed $

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

518337078009711400000279400076412000000004

47857 SEX Z 24507 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2358

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

:500016028: 40607800971141"

CHASE

Opening/Closing Date: 08/03/07 - 09/02/07
Payment Due Date: 09/27/07
Minimum Payment Due: $27.94

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

MASTERCARD ACCOUNT SUMMARY Account Number: 5183 3707 8009 7114

Previous Balance	$858.77	Total Credit Line	$2,000
Payment, Credits	-$99.41	Available Credit	$1,235
Finance Charges	+$4.76	Cash Access Line	$2,000
New Balance	$764.12	Available for Cash	$1,235

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount Credit	Amount Debit
08/09	12212214200000051169334	PAYMENT - THANK YOU	$50.35	
08/21	12332334200000052364414	PAYMENT - THANK YOU	49.06	

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.01918%	7.00%	$0.00	$0.00	$0.00	$0.00	$0.00
Cash advances	.01918%	7.00%	$799.94	$4.76	$0.00	$0.00	$4.76
Total finance charges							$4.76

Effective Annual Percentage Rate (APR): 7.00%

Please see Information About Your Account section for balance computation method, grace period and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

IMPORTANT NEWS

CHASE

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$280.38	10/19/07	$18.00	$36

Amount Enclosed $

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

4266851044624705000036000002803850000006

14450 BRK 7 28707 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

:500016028: 2041044624705911"

CHASE

Opening/Closing Date: 08/25/07 - 09/24/07
Payment Due Date: 10/19/07
Minimum Payment Due: $36.00

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4462 4705

Previous Balance	$278.94	Total Credit Line	$500
Finance Charges	+$1.44	Available Credit	$219
New Balance	$280.38	Cash Access Line	$100
		Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.01644%	6.00%	$157.07	$0.86	$0.00	$0.00	$0.86
Cash advances	.01644%	6.00%	$112.55	$0.58	$0.00	$0.00	$0.58
Total finance charges							$1.44

Effective Annual Percentage Rate (APR): 6.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees - such as cash advance and balance transfer fees - expressed as a percentage.

k Co

Date of Call? (MM/DD/YY)	Time of Call? (00:00 AM)	How Many Minutes Did Call Last? (Approx.)	Phone Call, Voice Mail, Letter, Paper Message?	Collector's Name?	Collection Agency Name and Telephone Number?	What Did Collector Say? Amount Demanded? Payment Terms? Threats? Profanity? Harassment? Legal Action? Calls to Friends or Neighbors? Abuse? (Use as many lines or pages as needed)
9 9.10.07	4. P. M	1		CHECK N GO		
10 9.14.07	2-PM	3		BANK OF AMERICA	1.800.789.6685	
11 9.16.07	3. PM	2		FIRST PREMIER BANK	1.800. 987. 5591	
12 9.20-07	10. AM.	1		BANK OF AMERICA	1.800-789.6685	
13 9.24.07	3. AM	1		CHASE	1800, 945, 2,000	
14 10.10.07	9. PM	1		BANK OF AMERICA	1.800 789. 6685	
15						
16						
17						
18						
19						
20						

Page ____ of ____

ATTORNEY CLIENT PRIVILEGED / ATTORNEY WORK PRODUCT

SK

Date of Call? (MM/DD/YY)	Time of Call? (00:00 AM)	How Many Minutes Did Call Last? (Approx.)	Phone Call, Voice Mail, Letter, Paper Message?	Collector's Name?	Collection Agency Name and Telephone Number?	What Did Collector Say? Amount Demanded? Payment Terms? Threats? Profanity? Harassment? Legal Action? Calls to Friends or Neighbors? Abuse? (Use as many lines or pages as needed)
9 9.10.07	4. P. M	1		CHECK N GO		
10 9.14.07	2. PM	3		BANK OF AMERICA	1.800.789.6685	
11 9.16.07	3. PM	2		FIRST PREMIER BANK	1.800.987.5591	
12 9.20-07	10. AM.	1		BANK OF AMERICA	1.800-789.6685	
13 9.24.07	3. AM	1		CHASE	1.800.945.2000	
12 10.10.07	9. PM	1		BANK OF AMERICA	1.800 789.6685	
15 11.5.07	2. PM	2		FIRST PREMIER BANK	466-[illegible] 949. 6300	
16 11.8.07	6. PM	2		BANK OF AMERICA	1.800 789.6685	
17 11.14.07	5.30. PM	1		BANK OF AMERICA	760 789. 6685	
18 11.10.07	500 PM	1		BANK OF AMERICA	1.866 826. 4104	
19						
20						

ATTORNEY CLIENT PRIVILEGED / ATTORNEY WORK PRODUCT

Page _____ of _____

CHASE

Opening/Closing Date:	08/27/07 - 09/26/07
Payment Due Date:	10/21/07
Minimum Payment Due:	$806.06

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: 4266 8410 8581 5361

Previous Balance	$2,084.33	Total Credit Line	$2,000
Purchases, Cash, Debits	+$97.74	Available Credit	$0
Finance Charges	+$54.99	Cash Access Line	$400
New Balance	$2,237.06	Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

It's not too late to resolve the outstanding balance on your credit card account. We have a variety of payment options that may be right for you. Call 1-888-792-7547 (collect 1-302-594-8200) today.

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount Credit	Amount Debit
09/20		LATE FEE		$39.00
08/27		OVERLIMIT FEE		39.00
09/26		PAYMENT PROTECTOR 1-888-314-4371		19.74

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	V .08216%	29.99%	$301.22	$7.68	$0.00	$0.00	$7.68
Cash advances	V .08216%	29.99%	$579.78	$14.77	$0.00	$0.00	$14.77
Convenience check	V .08216%	29.99%	$1,277.54	$32.54	$0.00	$0.00	$32.54
Total finance charges							$54.99

Effective Annual Percentage Rate (APR): 29.99%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

... account number: 4266 8510 4389 8599

New Balance	Payment Due Date	Past Due Amount	Minimum Payment Due
$1,312.24	10/23/07	$77.00	$1[illegible]

CHASE

Amount Enclosed $

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

4266851043898599000154000013122400000000

GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

:500015028: 2041043898599

CHASE

Opening/Closing Date: 08/29/07 - 09/28/07
Payment Due Date: 10/23/07
Minimum Payment Due: $154.00

CUSTOMER SERVICE

In U.S.	1-800-945-2000
Español	1-888-446-3308
TDD	1-800-955-8060
Pay by phone	1-800-436-7958
Outside U.S. call collect	1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4389 8599

Previous Balance	$1,305.56	Total Credit Line	$3,000
Finance Charges	+$6.68	Available Credit	$1,687
New Balance	$1,312.24	Cash Access Line	$600
		Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.01644%	6.00%	$628.33	$3.21	$0.00	$0.00	$3.21
Cash advances	.01644%	6.00%	$680.44	$3.47	$0.00	$0.00	$3.47
Total finance charges							$6.68

Effective Annual Percentage Rate (APR): 6.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information.
The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

Statement for account number: 5183 3707 8009 7114

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$768.53	10/27/07	$27.94	$55.88

CHASE

Amount Enclosed $

Make your check payable to Chase Card Services.
New address or e-mail? Print on back

518337078009711400000558800076853000000L

85931 BEX Z 27507 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

⑆500016028⑆ 4060780097114⑈

CHASE

Opening/Closing Date:	09/03/07 - 10/02/07	
Payment Due Date:	10/27/07	
Minimum Payment Due:	$55.88	

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect
1-302-594-8200

MASTERCARD ACCOUNT SUMMARY Account Number: 5183 3707 8009 7114

Previous Balance	$764.12	Total Credit Line	$2,000
Finance Charges	+$4.41	Available Credit	$1,231
New Balance	$768.53	Cash Access Line	$2,000
		Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

FINANCE CHARGES

Category	Daily Periodic Rate 30 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.01918%	7.00%	$0.00	$0.00	$0.00	$0.00	$0.00
Cash advances	.01918%	7.00%	$766.24	$4.41	$0.00	$0.00	$4.41

Total finance charges $4.41

Effective Annual Percentage Rate (APR): 7.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$281.77	11/18/07	$35.00	$54

CHASE

Amount Enclosed $

Make your check payable to Chase Card Services. New address or e-mail? Print on back.

4266851044624705000054000002817700000002

16783 BSX Z 29707 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

⑆500016028⑆ 2041044624705⑈

CHASE

Opening/Closing Date: 09/25/07 - 10/24/07
Payment Due Date: 11/18/07
Minimum Payment Due: $54.00

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4462 4705

Previous Balance	$280.38	Total Credit Line	$500
Finance Charges	+$1.39	Available Credit	$218
		Cash Access Line	$100
New Balance	$281.77	Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

Your credit card account is past due. Please send payment immediately. Call 1-800-955-8030 (collect 1-302-594-8200) today.

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

FINANCE CHARGES

Category	Daily Periodic Rate 30 days in cycle	Corresp APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.01644%	6.00%	$167.92	$0.83	$0.00	$0.00	$0.83
Cash advances	.01644%	6.00%	$113.19	$0.56	$0.00	$0.00	$0.56
Total finance charges							$1.39

Effective Annual Percentage Rate (APR): 6.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

ACCOUNT NUMBER 6011 3800 1215 4530

A SUMMARY OF YOUR FINANCE CHARGES (EXCLUDING PROMOTIONAL OFFERS)

	AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	NOMINAL ANNUAL PERCENTAGE RATE	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	NUMBER OF DAYS IN BILLING CYCLE	STATEMENT CLOSING DATE
PURCHASES	95.71	.05476 %	19.99 %	1.57	19.99 %		
CASH ADVANCES	2896.81	.07120 %	25.99 %	61.86	30.06 %	30	08/09/07

ACCESS TO YOUR CASH LINE IS FAST AND EASY AT YOUR NEAREST ATM
ALL YOU NEED IS YOUR CARD AND PIN NUMBER. DON'T HAVE A PIN -
NEED TO CHANGE YOUR PIN - CAN'T REMEMBER YOUR PIN? IT'S EASY
JUST GIVE US A CALL AT 1-888-532-5774 FROM YOUR HOME PHONE
NUMBER AND WE CAN TAKE CARE OF THAT FOR YOU.

Statement for account number: 4266 8510 4389 8599

New Balance	Payment Due Date	Past Due Amount	Minimum Pay.
$1,318.74	11/22/07	$154.00	$231.00

CHASE

Amount Enclosed $.

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

4266851043898659900023100001318740000003

10976 BEX Z90107 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

⑆500016028⑆ 2041043898599⑈

CHASE

Opening/Closing Date:	09/29/07 - 10/28/07
Payment Due Date:	11/22/07
Minimum Payment Due:	$231.00

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS:
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4389 8599

Previous Balance	$1,312.24	Total Credit Line	$3,000
Finance Charges	+$6.50	Available Credit	$1,681
New Balance	$1,318.74	Cash Access Line	$600
		Available for Cash	$0

Your credit card account is past due. Please send payment immediately. Call 1-800-955-8030 (collect 1-302-594-8200) today.

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

FINANCE CHARGES

Category	Daily Periodic Rate 30 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.01644%	6.00%	$681.50	$3.12	$0.00	$0.00	$3.12
Cash advances	.01644%	6.00%	$683.87	$3.38	$0.00	$0.00	$3.38
Total finance charges							$6.50

Effective Annual Percentage Rate (APR): 6.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

Statement for account number. 5183 3707 8009 7114

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$773.12	11/27/07	$56.88	$83.82

CHASE

Amount Enclosed $. Make your check payable to Chase Card Services
New address or e-mail? Print on back.

5183370780097114000083820007731200000005

74546 BEX Z 80607 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

:500016028: 40607800971141

CHASE

Opening/Closing Date: 10/03/07 - 11/02/07
Payment Due Date: 11/27/07
Minimum Payment Due: $83.82

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect: 1-302-594-8200

MASTERCARD ACCOUNT SUMMARY

Account Number: 5183 3707 8009 7114

Previous Balance	$768.53	Total Credit Line	$2,000
Finance Charges	+$4.59	Available Credit	$1,226
New Balance	$773.12	Cash Access Line	$2,000
		Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

Your credit card account is past due. Please send payment immediately. Call 1-800-955-8030 (collect 1-302-594-8200) today.

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.01918%	7.00%	$0.00	$0.00	$0.00	$0.00	$0.00
Cash advances	.01918%	7.00%	$770.74	$4.59	$0.00	$0.00	$4.59
Total finance charges							$4.59

Effective Annual Percentage Rate (APR): 7.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage

Cardmember Service
P.O. Box 15548
Wilmington, DE 19886-5548

CHASE

November 02, 2007

48148 RCS 001 001 20807 - NNNNNNNNNNNNN
Guadalupe Vidales
4101 Brittany St Apt 128
Bakersfield CA 93312-2368

Amount Due: $231.00

RE: Your account ending in 8599

Dear Guadalupe Vidales:

We've noticed that your credit card account is at least 35 days past due.

If you've already sent your payment, please accept our thanks and disregard this notice. If you haven't yet sent your payment, please send us the past due amount of $231.00 today. We have convenient payment options. You can:

- Mail a check to the address noted on your billing statement and remember to include your full account number on your check.
- Visit our Web site at www.cardmemberservices.com to make your payment online.

We look forward to continuing to serve you in the future.

Sincerely,

Rina Carroll
Customer Support Division

Account is owned by Chase Bank USA, N.A.
Calls may be monitored and/or recorded to ensure the highest level of quality service.

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$2,472.44	12/21/07	$688.00	$1,285.44

CHASE

Amount Enclosed $

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

42668410858153610012854400247244000000005

25149 BEX 2 83007 D
SENOBIO VIDALES
201 LOS ARBOLITOS BLVD APT 10
OCEANSIDE CA 92054-1858

CARDMEMBER SERVICE
P.O. BOX 94014
PALATINE IL 60094-4014

⑆500016028⑆ 20310858153615⑈

CHASE

Opening/Closing Date: 10/27/07 - 11/26/07
Payment Due Date: 12/21/07
Minimum Payment Due: $1,285.44

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: 4266 8410 8581 5361

Previous Balance	$2,372.04	Total Credit Line	$2,000
Purchases, Cash, Debits	+$39.00	Available Credit	$0
Finance Charges	+$61.40	Cash Access Line	$400
New Balance	$2,472.44	Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

The outstanding balance on your credit card account is scheduled to be written off as a bad debt shortly. As a result, your credit bureau will be updated with a negative rating that could last for up to seven years. We can still help, but you need to call us now at 1-888-792-7547 (collect 1-302-594-8200).

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount Credit	Amount Debit
11/20		LATE FEE		$39.00

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	V .08216%	29.99%	$457.59	$11.66	$0.00	$0.00	$11.66
Cash advances	V .08216%	29.99%	$609.56	$15.53	$0.00	$0.00	$15.53
Convenience check	V .08216%	29.99%	$1,343.18	$34.21	$0.00	$0.00	$34.21
Total finance charges							$61.40

Effective Annual Percentage Rate (APR): 29.99%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage

...account number: 4266 8510 4389 8598

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$1,370.73	12/23/07	$231.00	$296.00

CHASE

Amount Enclosed $

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

4266851043898599700029600001370730000005

10084 BEX 2 23207 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

:5000160281: 204104389859981

CHASE

Opening/Closing Date: 10/29/07 - 11/28/07
Payment Due Date: 12/23/07
Minimum Payment Due: $296.00

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4389 8599

Previous Balance	$1,318.74	Total Credit Line	$3,000
Purchases, Cash, Debits	+$35.00	Available Credit	$1,629
Finance Charges	+$16.99	Cash Access Line	$600
New Balance	$1,370.73	Available for Cash	$0

The charge privileges on your credit card account have been revoked. You no longer have the ability to use your credit card account for purchases. We can help you get back on track. Call 1-800-955-8030 (collect 1-302-594-8200) today.

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount Credit	Amount Debit
11/23		LATE FEE		$35.00

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.04107%	14.99%	$643.81	$8.20	$0.00	$0.00	$8.20
Cash advances	.04107%	14.99%	$589.85	$8.79	$0.00	$0.00	$8.79
Total finance charges							$16.99

Effective Annual Percentage Rate (APR): 14.99%

Please see Information About Your Account section for balance computation method, grace period, and other important information.
The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

Statement for account number: 5183 3707 8009 7114

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$821.15	12/27/07	$83.82	$139.82

CHASE

Amount Enclosed $

Make your check payable to Chase Card Services. New address or e-mail? Print on back.

5183370780097114000139820008211500000006

53707 BEX Z 33607 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

:500016028: 40607000971114"

CHASE

Opening/Closing Date: 11/03/07 - 12/02/07
Payment Due Date: 12/27/07
Minimum Payment Due: $139.82

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

MASTERCARD ACCOUNT SUMMARY Account Number: 5183 3707 8009 7114

Previous Balance	$773.12	Total Credit Line	$2,000
Purchases, Cash, Debits	+$39.00	Available Credit	$1,178
Finance Charges	+$9.03	Cash Access Line	$2,000
New Balance	$821.15	Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

The charge privileges on your credit card account have been revoked. You no longer have the ability to use your credit card account for purchases. We can help you get back on track. Call 1-800-955-8030 (collect 1-302-594-8200) today.

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount Credit	Debit
11/26		LATE FEE		$39.00

FINANCE CHARGES

Category	Daily Periodic Rate 30 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.03836%	14.00%	$6.50	$0.08	$0.00	$0.00	$0.08
Cash advances	.03836%	14.00%	$777.43	$8.95	$0.00	$0.00	$8.95
Total finance charges							$9.03

Effective Annual Percentage Rate (APR): 14.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

Statement for account number: 4266 8510 4462 4705

CHASE

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$363.63	01/18/08	$95.00	$141.00

Amount Enclosed $

Make your check payable to Chase Card Services.
New address or e-mail? Print on back

42668510446247050001410000036363000000009

17264 BEX Z 35807 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

⑆500016028⑆ 204104462470591⑈

CHASE

Opening/Closing Date	11/25/07	12/24/07
Payment Due Date		01/18/08
Minimum Payment Due		$141.00

CUSTOMER SERVICE

In U.S.	1-800-945-2000
Español	1-888-446-3308
TDD	1-800-955-8060
Pay by phone	1-800-436-7958
Outside U.S. call collect	1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4462 4705

Previous Balance	$320.48	Total Credit Line	$500
Purchases, Cash, Debits	+$35.00	Available Credit	$136
Finance Charges	+$8.15	Cash Access Line	$100
New Balance	$363.63	Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

You haven't made the required payments and your credit card account is 90 days past due. As a result, your credit bureau may be updated with a negative rating. Please send your payment immediately or call us at 1-800-955-8030 (collect 1-302-594-8200) today.

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$1 422.80	01/22/08	$298.00	$362.00

CHASE

Amount Enclosed $

Make your check payable to Chase Card Services.
New address or e-mail? Print on back

4266851043898599000362000142280000000S

GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

⑆5000160281⑆ 2041043898599⑈

CHASE

Opening/Closing Date	11/29/07 - 12/28/07
Payment Due Date	01/22/08
Minimum Payment Due	$362.00

CUSTOMER SERVICE

In U.S.	1-800-945-2000
Español	1-888-446-3308
TDD	1-800-955-8060
Pay by phone	1-800-436-7958
Outside U.S. call collect	1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4389 8599

Previous Balance	$1,370.73	Total Credit Line	$3,000
Purchases, Cash, Debits	+$35.00	Available Credit	$1,577
Finance Charges	+$17.07	Cash Access Line	$600
New Balance	$1,422.80	Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

You haven't made the required payments and your credit card account is 90 days past due. As a result, your credit bureau may be updated with a negative rating. Please send your payment immediately or call us at 1-800-955-8030 (collect 1-302-594-8200) today.

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

MA021 207

we will continue to charge the annual fee until you pay your outstanding balance in full and terminate your account relationship.

Explanation of Finance Charges: We calculate periodic finance charges using the applicable periodic rates shown on this statement separately for each feature (e.g., balance transfer/convenience checks and cash advance checks ("check transactions"), purchases, balance transfers, cash advances, promotional balances or overdraft advances). These calculations may combine different categories with the same daily periodic rates. If there is a "V" next to a periodic rate on this statement, that rate may vary, and the index and margin used to determine that rate and its corresponding APR are described in your Cardmember Agreement, as amended. There is a minimum finance charge in any billing cycle in which you owe any periodic finance charges, and a transaction finance charge for each balance transfer, cash advance, or check transaction in the amounts stated in your Cardmember Agreement, as amended.

To get the daily balance for each day of the current billing cycle, we take the beginning balance for each feature, add any new transactions or other debits (including fees, unpaid finance charges and other charges), subtract any payments or credits, and make other adjustments. Transactions are added as of the transaction date, the beginning of the billing cycle in which they are posted to your account, or a later date of our choice (except that check transactions are added as of the date deposited by the payee or a later date of our choice). Fees are added either on the date of a related transaction, the

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take action to collect the amount you question. If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter or call (using the Cardmember Service address or telephone number shown on this statement) must reach us at least three business days before the automatic payment is scheduled to occur.

Special Rule for Credit Card Purchases: If you have a problem with the quality of goods or services that you purchased with a credit card (including purchases made with a check), and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than $50 and the purchase was made in your home state or within 100 miles of your mailing address. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Statement for account number: 5183 3707 8009 7114

CHASE

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$881.52	01/27/08	$139.62	$208.82

Amount Enclosed $

Make your check payable to Chase Card Services. New address or e-mail? Print on back.

51833707800971140002088200088152000000 2

31544 BEX 2 20EL
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

:500016028: 406078009711141

CHASE

Opening/Closing Date: 12/03/07 - 01/02/08
Payment Due Date: 01/27/08
Minimum Payment Due: $208.82

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect: 1-302-594-8200

MASTERCARD ACCOUNT SUMMARY

Account Number: 5183 3707 8009 7114

Previous Balance	$821.15	Total Credit Line	$2,000
Purchases, Cash, Debits	+$39.00	Available Credit	$1,118
Finance Charges	+$21.37	Cash Access Line	$2,000
New Balance	$881.52	Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

You haven't made the required payments and your credit card account is 90 days past due. As a result, your credit bureau may be updated with a negative rating. Please send your payment immediately or call us at 1-800-955-8030 (collect 1-302-594-8200) today.

The new APR and promotional rate expiration reflected on this statement is a result of a late payment on your account. For your convenience, you can always pay online by accessing our

Statement for account number: 4266 8510 4462 4705

CHASE

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$406.22	02/13/08	$141.00	$189.00

Amount Enclosed $

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

42668510446247D500018900000406220000002

18569 BEX 2.02408 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2356

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

⑆500016028⑆ 2041044624705⑈

CHASE

Opening/Closing Date	12/25/07 - 01/24/08
Payment Due Date:	02/13/08
Minimum Payment Due:	$189.00

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4462 4705

Previous Balance	$363.63	Total Credit Line	$500
Purchases, Cash, Debits	+$36.00	Available Credit	$91
Finance Charges	+$9.59	Cash Access Line	$100
New Balance	$408.22	Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

It's not too late to resolve the outstanding balance on your credit card account. We have a variety of payment options that may be right for you. Call 1-800-792-7547 (collect 1-302-594-8200) today.

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

Statement for account number: 4266 8510 4388 8599

CHASE

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$1,494.70	02/22/08	$362.00	$448.00

Amount Enclosed $

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

426685104388599000448000014947000000002

10882 BEX Z 02002 D
GUADALUPE VIDALES
4101 BRITTANY ST APT 128
BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

⑆500016028⑆ 2041043889859961⑈

CHASE

Opening/Closing Date: 12/29/07 - 01/28/08
Payment Due Date: 02/22/08
Minimum Payment Due. $448.00

CUSTOMER SERVICE
In U.S: 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect
1-302-594-8200

VISA ACCOUNT SUMMARY Account Number: 4266 8510 4388 8599

Previous Balance	$1,422.80	Total Credit Line	$3,000
Purchases, Cash, Debits	+$35.00	Available Credit	$1,505
Finance Charges	+$36.90	Cash Access Line	$800
New Balance	$1,494.70	Available for Cash	$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 94014
Palatine, IL 60094-4014

VISIT US AT:
www.chase.com/creditcards

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Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

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make transactions on your account. If your account is closed by you or us we will continue to charge the annual fee until you pay your outstanding balance in full and terminate your account relationship.

Explanation of Finance Charges: We calculate periodic finance charges using the applicable periodic rates shown on this statement separately for each feature (e.g. balance transfer/convenience checks and cash advance checks ("check transactions"), purchases, balance transfers, cash advances, promotional balances or overdraft advances). These calculations may combine different categories with the same daily periodic rates. If there is a "V" next to a periodic rate on this statement that rate may vary and the index and margin used to determine that rate and its corresponding APR are described in your Cardmember Agreement, as amended. There is a minimum finance charge in any billing cycle in which you owe any periodic finance charges and a transaction finance charge for each balance transfer, cash advance or check transaction, in the amounts stated in your Cardmember Agreement as amended.

To get the daily balance for each day of the current billing cycle, we take the beginning balance for each feature, add any new transactions or other debits (including fees, unpaid finance charges and other charges), subtract any payments or credits, and make other adjustments. Transactions are added as of the transaction date, the beginning of the billing cycle in which they are posted to your account, or a later date of our choice (except that check transactions are added as of the date deposited by the payee or a later date of our choice). Fees are added either on the date of a related transaction, the

[illegible]
- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take action to collect the amount you question. If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter or call (using the Cardmember Service address or telephone number shown on this statement) must reach us at least three business days before the automatic payment is scheduled to occur.

Special Rule for Credit Card Purchases: If you have a problem with the quality of goods or services that you purchased with a credit card (excluding purchases made with a check), and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than $50 and the purchase was made in your home state or within 100 miles of your mailing address. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

SUMMONS
(CITACION JUDICIAL)

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
NORTH COUNTY DIVISION
2008 JUL 14 PM 2:02
CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
Chase Bank USA, N.A.

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
Guadalupe Vidales; Senobio Vidales

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

CASE NUMBER: 37-2008-00066310-CU-PO-NC
(Número del Caso):

The name and address of the court is:
(El nombre y dirección de la corte es):
Superior Court of California
325 South Melrose
325 South Melrose
Vista, CA 92081
North County Division

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Matthew M. McCormick, SBN 182543 (760) 450-3333 (760) 720-6082
Doan Law Firm, LLP
2850 Pio Pico Drive, Suite D
Carlsbad, CA 92008

DATE: JUL 14 2008 Clerk, by J. Bako, Deputy
(Fecha) *(Secretario)* *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify)*:

3. ☐ on behalf of *(specify)*:

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other *(specify)*:
4. ☐ by personal delivery on *(date)*:

Page 1 of 1

VIA FAX

'08 CV 1535 JLS JMA

JS 44 (Rev. 12/07) (cand rev 1-08)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO OF THE FORM.)

ORIGINAL

FILED 2008 AUG 20 AM 11:19 CLERK US DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA BY DEPUTY

I. (a) PLAINTIFFS
GUADALUPE VIDALES and SENOBIO VIDALES

DEFENDANTS
CHASE BANK USA, N.A. and DOES 1 through 10, inclusive

(b) County of Residence of First Listed Plaintiff - Kern
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)
MATTHEW M. McCORMICK (SBN 182543)
THE DOAN LAW FIRM
2850 Pio Pico Drive, Suite D, Carlsbad, CA 92008
Tel: (760) 450-3333; Fax: (760) 720-6082

Attorneys (If Known)
GEORGE G. WEICKHARDT (SBN 58586)
WENDY C. KROG (SBN 257010)
ROPERS MAJESKI KOHN & BENTLEY, 201 Spear St., #1000
San Francisco, CA 94105; Tel: (415) 543-4800; Fax (415) 672-6301

II. BASIS OF JURISDICTION (Place "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant) (For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☒ 1	☐ 1	Incorporated or Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated and Principal Place of Business In Another State	☐ 5	☒ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT
☐ 110 Insurance; ☐ 120 Marine; ☐ 130 Miller Act; ☐ 140 Negotiable Instrument; ☐ 150 Recovery of Overpayment & Enforcement of Judgment; ☐ 151 Medicare Act; ☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans); ☐ 153 Recovery of Overpayment of Veteran's Benefits; ☐ 160 Stockholders' Suits; ☐ 190 Other Contract; ☐ 195 Contract Product Liability; ☐ 196 Franchise

REAL PROPERTY
☐ 210 Land Condemnation; ☐ 220 Foreclosure; ☐ 230 Rent Lease & Ejectment; ☐ 240 Torts to Land; ☐ 245 Tort Product Liability; ☐ 290 All Other Real Property

TORTS
PERSONAL INJURY: ☐ 310 Airplane; ☐ 315 Airplane Product Liability; ☐ 320 Assault, Libel & Slander; ☐ 330 Federal Employers' Liability; ☐ 340 Marine; ☐ 345 Marine Product Liability; ☐ 350 Motor Vehicle; ☐ 355 Motor Vehicle Product Liability; ☐ 360 Other Personal Injury
PERSONAL INJURY: ☐ 362 Personal Injury — Med. Malpractice; ☐ 365 Personal Injury — Product Liability; ☐ 368 Asbestos Personal Injury Product Liability
PERSONAL PROPERTY: ☐ 370 Other Fraud; ☐ 371 Truth in Lending; ☐ 380 Other Personal Property Damage; ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
☐ 441 Voting; ☐ 442 Employment; ☐ 443 Housing/ Accommodations; ☐ 444 Welfare; ☐ 445 Amer. w/Disabilities - Employment; ☐ 446 Amer. w/Disabilities - Other; ☐ 440 Other Civil Rights

PRISONER PETITIONS
☐ 510 Motions to Vacate Sentence; Habeas Corpus: ☐ 530 General; ☐ 535 Death Penalty; ☐ 540 Mandamus & Other; ☐ 550 Civil Rights; ☐ 555 Prison Condition

FORFEITURE/PENALTY
☐ 610 Agriculture; ☐ 620 Other Food & Drug; ☐ 625 Drug Related Seizure of Property 21 USC 881; ☐ 630 Liquor Laws; ☐ 640 R.R.& Truck; ☐ 650 Airline Regs.; ☐ 660 Occupational Safety/Health; ☐ 690 Other

LABOR
☐ 710 Fair Labor Standards Act; ☐ 720 Labor/Mgmt. Relations; ☐ 730 Labor/Mgmt.Reporting & Disclosure Act; ☐ 740 Railway Labor Act; ☐ 790 Other Labor Litigation; ☐ 791 Empl. Ret. Inc. Security Act

IMMIGRATION
☐ 462 Naturalization Application; ☐ 463 Habeas Corpus - Alien Detainee; ☐ 465 Other Immigration Actions

BANKRUPTCY
☐ 422 Appeal 28 USC 158; ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
☐ 820 Copyrights; ☐ 830 Patent; ☐ 840 Trademark

SOCIAL SECURITY
☐ 861 HIA(1395ff); ☐ 862 Black Lung (923); ☐ 863 DIWC/DIWW (405(g)); ☐ 864 SSID Title XVI; ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
☐ 870 Taxes (U.S. Plaintiff or Defendant); ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
☐ 400 State Reapportionment; ☐ 410 Antitrust; ☒ 430 Banks and Banking; ☐ 450 Commerce; ☐ 460 Deportation; ☐ 470 Racketeer Influenced and Corrupt Organizations; ☐ 480 Consumer Credit; ☐ 490 Cable/Sat TV; ☐ 810 Selective Service; ☐ 850 Securities/Commodities/ Exchange; ☐ 875 Customer Challenge 12 USC 3410; ☐ 890 Other Statutory Actions; ☐ 891 Agricultural Acts; ☐ 892 Economic Stabilization Act; ☐ 893 Environmental Matters; ☐ 894 Energy Allocation Act; ☐ 895 Freedom of Information Act; ☐ 900 Appeal of Fee Determination Under Equal Access to Justice; ☐ 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)
☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1441(a); 28 U.S.C. § 1332(a)(1)
Brief description of cause:
Plaintiffs allege violations of the Federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.*

VII. REQUESTED IN COMPLAINT: ☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND $
CHECK YES only if demanded in complaint: JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".

DATE 8/19/08
SIGNATURE OF ATTORNEY OF RECORD
Wendy C. Krog, Esq. Attorney for CHASE BANK USA, N.A.

154281 8/20/08
TAC $350

RC1/5167030.1/WK1

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

# 154281 - TC

August 20, 2008
11:24:12

Civ Fil Non-Pris
USAO #.: 08CV1535
Judge..: JANIS L. SAMMARTINO
Amount.: $350.00 CK
Check#.: BC32200

Total-> $350.00

FROM: GUADALUPE VIDALES
VS
CHASE BANK